

Exhibit A

Citation - Small Claims Money Damages

Tracking Number: E0116217

Case Number: 183100354896

Deborah Jones
Plaintiff
vs.
Monterey Financial Services, Inc., et al
Defendant

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§
§
§
§
§

In the Justice Court
Harris County, Texas
Precinct 3, Place 1
14350 Wallisville Road
Suite 102
Houston, TX 77049
713-274-0760

received
8/14/18
CA

Citation (Small Claims Case)

THE STATE OF TEXAS
COUNTY OF HARRIS

TO: ANY SHERIFF, CONSTABLE, PROCESS SERVER CERTIFIED UNDER ORDER OF THE SUPREME COURT,
OTHER PERSON AUTHORIZED BY COURT ORDER, OR CLERK:

Deliver this citation, together with a copy of the petition, to:

Monterey Financial Services, Inc., et al
4095 Avenida De La Plata
Oceanside CA 92065
Phone Number: .

ATTN: Chris Hughes
TO THE DEFENDANT:

You have been sued. You are commanded to appear by filing a written answer to the petition filed by Plaintiff with the Clerk of the Court on or before the end of the 14th day after the date of service of this citation. If you fail to file an answer as required, a judgment by default may be rendered for the relief demanded in the petition.

Date Petition Filed: 07/20/2018

Nature of demand made by Plaintiff(s): money owed in the amount of \$3,000.00. A copy of the petition is attached.

Notice

You have been sued. You may employ an attorney to help you in defending against this lawsuit. But you are not required to employ an attorney. You or your attorney must file an answer with the court. Your answer is due by the end of the 14th day after the day you were served with these papers. If the 14th day is a Saturday, Sunday, or legal holiday, your answer is due by the end of the first day following the 14th day that is not a Saturday, Sunday, or legal holiday. Do not ignore these papers. If you do not file an answer by the due date, a default judgment may be taken against you. For further information, consult the Texas Rules of Civil Procedure, Part V, Rules of Practice in Justice Courts. A copy of the Rules is available at <http://www.jp.hctx.net/> or at the Justice Court.

Date: 8/1/2018



/s/ Leslie McCaffrey
Clerk of the Court
Harris County Justice Court
Precinct 3, Place 1

Address of Plaintiff

12602 Arbor Garden Ln
Houston TX 77066

Address of Plaintiff's Attorney

JUDGE JOE STEPHENS
JUSTICE OF THE PEACE
PRECINCT 3, PLACE 1
2018 JUL 20 AM 11:24

Deborah Jones
12602 Arbor Garden Ln
Houston, TX 77066
Phone Number:
Email:

DEBORAH JONES IN PRO SE

NO. 183100354896

DEBORAH JONES

Plaintiff

IN THE JUSTICE COURT OF
HARRIS COUNTY, TEXAS

Precinct 3 Place 1

vs.

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR VIOLATIONS
OF:

MONTEREY FINANCIAL SERVICES, INC., et
al

Defendant

(1) THE FAIR DEBT COLLECTION
PRACTICE ACT 15 U.S.C. § 1692, ET SEQ.
(2) TEXAS DEBT COLLECTION
PRACTICES ACT TEX. FIN. CODE ANN. §
392.

TO THE HONORABLE JUDGE OF SAID COURT:

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Congress wrote the Fair Debt Collection Practices Act, ("FDCP") 15 U.S.C. § 1692 *et seq.*, to eliminate abusive debt collection practices by debt collectors, to promote consistent state action to protect consumers against debt collection abuses.
2. The TEXAS DEBT COLLECTION PRACTICES ACT TEX. FIN. CODE ANN. § 392 was enacted to ensure that debt collectors exercise responsibility with fairness, honesty, and due regard for the debtor's rights and prohibit debt collectors from engaging in abusive practices.

3. Plaintiff, DEBORAH JONES, ("Plaintiff") brings this lawsuit to challenge the actions of Defendant, MONTEREY FINANCIAL SERVICES, INC. ("Defendant") Monterey Financial Services Inc., dba Monterey Collection Services with regards to Defendant's unlawful debt collection practices
4. Plaintiff alleges as follows upon personal knowledge as to Plaintiff's own experiences, and, as to all matters.
5. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
6. Unless otherwise stated, Plaintiff alleges that any violations by Defendant were knowing and intentional, and that Defendant did not maintain procedures reasonably adapted to avoid such violations.
7. Unless otherwise indicated, the use of any Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principles, trustees, sureties, subrogees, representatives, and insurers of Defendant.
8. Unless otherwise stated, all the conduct engaged in by Defendant occurred in the State of Texas.

JURISDICTION AND VENUE

9. This Court has personal jurisdiction over Defendant because Defendant conducts business within the State of Texas and has purposefully availed itself of the laws and markets of the State of Texas and this district.
10. Venue is proper in the Justice Court of Harris County as Plaintiff resides in the County of Harris, State of Texas, which in within this judicial district.

PARTIES TO THE ACTION

11. Plaintiff, DEBORAH JONES, ("Plaintiff") at all times relevant has resided at 12602 Arbor Garden Ln, Houston, TX 77066.

12. Defendant, MONTEREY FINANCIAL SERVICE, INC., ("Monterey or Defendant"), is incorporated in in the State of California with its principle place of business in Oceanside, California, and conducts business within the State of Texas.

13. Defendant, in the ordinary course of business, regularly, on behalf of itself and others, engages, in "debt collection" as is termed is defined by TEXAS DEBT COLLECTION PRACTICES ACT TEX. FIN. CODE ANN. § 392.

14. This case involves money, property, or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a "consumer debt" and "consumer credit."

15. Defendant has been the subject to numerous lawsuits regarding these violations (see ARANA v. MONTEREY FINANCIAL SERVICES INC. (April 5, 2016.) United States District Court, S.D. California. Case No. 15cv2262-LAB (BGS); EDITH DIXON v. MONTEREY FINANCIAL SERVICES, INC. (June 15, 2016) Alameda County Superior Court, California. Case No. RG16-819651 (Class Action Suit); CAROLYN HERBERT, v. MONTEREY FINANCIAL SERVICES, INC. United States District Court of Connecticut – September 28, 2001, violated the Fair Debt Collection Practices Act, 15 U.S.C. 1692(e), ("FDCPA") and the Connecticut Unfair Trade practices Act, Conn. Gen. Stat. § 42-110a et seq. ("CUTPA"); Robinson v. Monterey Financial Services, LLC United States District Court, Middle District of Florida § 2:17-CV-00520-UA-MRM filed September 20, 2017 – Class Action).

16. Monterey Financial Services was founded in 1989, and its collection arm is Monterey Collection Services. They are also known as Monterey Billing Services and Monterey Loan Servicing. Based in Oceanside, California.

17. As of April 2017, the Better Business Bureau reported 64 closed Monterey Financial Services complaints within the previous three years, including 26 closed Monterey Financial Services complaints within the previous 12 months. In addition, Justia lists 11 Monterey Financial Services complaints filed in federal court in the past year alleging violations of the Fair Debt Collection Practices Act, one alleging violations of the Fair Credit Reporting Act, and three alleging violations of the Telephone Consumer Protection Act. Furthermore, the Consumer

1 Financial Protection Bureau (CFPB) lists 79 closed Monterey Financial Services complaints for
2 2016.

3 **FACTUAL ALLEGATIONS**

4 18. On March 9, 2017, Plaintiff is alleged to have incurred a debt for transmission rebuild from
5 Built Right Transmission and financed with Nextep Funding (Exhibit A).

6 19. Before the first installment payment was made, Plaintiff received notice from Nextep
7 Funding that payments were to be made to Monterey Financial Services.

8 20. Plaintiff began making payments to Monterey Financial Services, Inc. as a third party
9 collection agency up until Hurricane Harvey struck.

10 21. Shortly thereafter, Plaintiff contacted Monterey Financial Services, Inc. to see if the
11 remaining balance could be waived since the vehicle was flooded and was under 6' of water
12 for over a week, and the vehicle was no longer operable. Plaintiff was informed she needed
13 to contact Nextep Funding, as they would have to make that decision. They were only
14 assigned to collect the debt.
15

16 22. On or about the end of September 2017, Plaintiff contacted Nextep to explain the situation
17 and wanted to have the remaining balance owed waived due to Harvey and the payments
18 that had been made covered the cost for the rebuilt transmission. Upon speaking with
19 Morgan he informed me he would confer with the owner and get back with me. We had
20 several conversations to put this request into action.
21

22 23. During that time Monterey Financial Services continued to call and email me regularly to which
23 I informed them I was a victim of Hurricane Harvey and that I was working with Nextep on a
24 agreement regarding this account. I was told each time I spoke with them, they would make a
25 notation of this, however, I still continued to receive calls from them. I would again explain I
26 was in negotiations with Nextep regarding my account, to which one representative was very
27 rude and said they hadn't received anything from Nextep and that I needed to make a payment.
28

1 This went on for several months to the point where I began to block their number. Then
2 Monterey began sending emails. I informed Morgan with Nextep of the calls and emails.

3 24. Finally on February 22, 2018 the agreement was amended stating I would pay \$126.75. Upon
4 payment the account would be closed and all negative reporting would be removed from all the
5 credit reporting agencies (Exhibit B).

6 25. Morgan indicated the agreement had to be signed by a certain date, however, there was no
7 deadline to make the final payment. (Exhibit C)

8 26. On March 1st and 5th Alana Ashton called regarding the payment. Once again I informed them
9 that there was no deadline on making the payment, and since I was unemployed, I would be
10 making the payment once the funds become available. On March 5th Alana became very rude,
11 harassing me that I needed to make the payment and continued to cut me off as I was once again
12 explaining things to her. I ended the call and blacked her number.

13 27. On March 13, 2018, I received an email from Alana Ashton stating "we have attempted to work
14 with you in drastically decreasing what is due to the amount of \$126.75 all fees included and
15 even offered to remove the negative credit reporting if this amount was paid. I spoke to you on
16 the 1st and the 5th and as we have yet to come to a resolution, my final recommendation will be
17 placed by Friday 3/16/18 for collections placement where you could assess almost an additional
18 \$700 in collections fees." First of all Monterey Financial Services Inc., had no input on the
19 decision to amend the agreement, let alone remove any negative reporting. This was drawn up
20 by Nextep not Monterey. Second, there was no deadline to make the payment. Alana's actions
21 constituted a violation of the Fair Debt Collection Act, because now she was attempting to
22 collect a debt using unlawful practices.
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**FIRST CAUSE OF ACTION FOR VIOLATION OF
THE FAIR DEBT COLLECTION PRACTICES ACT
("FDCPA") 15 U.S.C. § 1692 ET SEQ.**

28. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

29. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 *et seq.*

30. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692 (k)(a)(1); statutory damages in the amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692 (k)(a)(2).

**SECOND CAUSE OF ACTION FOR VIOLATION OF
TEXAS DEBT COLLECTION PRACTICES ACT
TEX. FIN. CODE ANN. § 392.**

31. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

32. The foregoing acts and omissions constitute numerous and multiple violation of the TDCPA.

33. As a result of each and every violation of the TDCPA, Plaintiff is entitled to any actual damages not less than \$100.00 or more than \$500.00 for each violation; statutory damages in the amount of \$1,000.00.

PRAYER FOR RELIEF

WHEREFORE, it is apparent that Defendant has a long history of these violation and continues to violate these laws set in place to protect consumers. Plaintiff prays that judgment be entered against Defendant for:

- An award for actual damages, in the amount of \$500.00, pursuant to 15 U.S.C. § 1692 (k)(a)(1).

- An award for actual damages, in the amount \$500.00, pursuant to TEX. FIN. CODE ANN. § 392 (TDCPA).
- An award of statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692 (k)(a)(2)(a).
- An award of statutory damages of \$1,000.00, pursuant to TEX. FIN. CODE ANN. § 392 (TDCPA).
- That the Court preliminarily and permanently enjoin Defendant from engaging in the unlawful debt collection practices stated herein.

Dated: June 8, 2018

Respectfully submitted

/s/ Deborah Jones
Deborah Jones/Pro Se
12602 Arbor Garden Ln
Houston, TX 77066
djones0656@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Complaint has been sent via certified mail, return receipt to Monterey Financial Services, Inc. on the 8th day of June, 2018.

/s/ Deborah Jones

Mr. Chris Hughes
Monterey Financial Services, Inc.
4095 Avenida De La Plata
Oceanside, CA 92065

Instruction: A plaintiff requesting a default judgment must provide to the Clerk in writing the last known mailing address of the defendant. This notice must be filed at or before the time the default judgment is signed. The clerk must immediately mail written notice of the default judgment to the defendant at the address provided. Rule 503.1

NO. 183100354896

Deborah Jones

PLAINTIFF(S)

VS.

Monterey Financial Services, et al

DEFENDANT(S)

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IN THE JUSTICE COURT OF
HARRIS COUNTY, TEXAS
PRECINCT 3 PLACE 1

NOTICE OF DEFENDANT'S LAST KNOWN MAILING ADDRESS

The undersigned certifies that the last known mailing address of the defendant against whom a default judgment is taken in this case is:

Defendant's name: Monterey Financial Services Inc.

Defendant's last known mailing address:

4095 Avenida De la Plata
Oceanside, CA 92065

Submitted on

7/19/18

Deborah Jones

(Signature of Plaintiff or Plaintiff's Attorney of Record)

Printed Name: Deborah Jones

Address: 12102 Arbor Garden Ln

Houston, Tx 77066

Telephone: 214-1694-1668

Fax:

E-Mail: djones0656@gmail.com

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): 183100354896STYLED Deborah Jones vs Monterey Financial Services Inc. et al
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		2. Names of parties in case:	
Name:	Telephone:	Plaintiff(s):	
<u>Deborah Jones</u>	<u>214-694-1468</u>	<u>Deborah Jones</u>	
Address:	Fax:	Defendant(s):	
<u>12602 Arbor Garden Ln</u>		<u>Monterey Financial Services, Inc. et al</u>	
City/State/Zip:	State Bar No:		
<u>Houston, TX 77066</u>			
Email:		[Attach additional page as necessary to list all parties]	
<u>djones0656@gmail.com</u>			
Signature:			
<u>Deborah Jones</u>			
3. Indicate case type, or identify the most important issue in the case (select only 1):			
<input checked="" type="checkbox"/> Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.		<input type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	
<input type="checkbox"/> Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.		<input type="checkbox"/> Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	

Instructions: The Servicemembers Civil Relief Act applies to a civil proceeding in the Justice Courts. Before entering a default judgment against an individual defendant, the plaintiff must file with the court an affidavit stating whether or not the defendant is in the military service, showing necessary facts to support the affidavit, or stating that the plaintiff is unable to determine whether or not the defendant is in military service, if that is the case. The requirement for an affidavit may be satisfied by a written, signed document declared to be true under penalty of perjury. If it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If the court is unable to determine if the defendant is in military service, the court may require plaintiff to file a bond in an amount approved by the court.

A person who makes or uses an affidavit under this Act knowing it to be false, may be fined or imprisoned or both. 50 U.S.C. App. 501 et seq. To obtain certificates of service or non-service under the Servicemembers' Civil Relief Act, you may access the public website: <https://scra.dmdc.osd.mil/scra/#/home>. This website will provide the current active military status of an individual.

Military Status Affidavit

Case No. 183100354896 § In the Justice Court of
Deborah Jones § Harris County, Texas
 Plaintiff §
 vs. §
Monterey Financial Services, Inc. § Precinct 3, Place 1
 Defendant et al §

BEFORE ME, on this day personally appeared, Deborah Jones
 who, under penalty of perjury, stated that the following facts are true:

I am the ☒ Plaintiff ☐ attorney of record for the Plaintiff in this proceeding.

☐ Monterey Financial Services, Defendant, is not in military service.

☐ _____, Defendant, is in military service.

I know this because _____

☒ I am unable to determine whether or not the Defendant is in military service.

Signed on 7/19/18

Deborah Jones
 Signature
 Printed Name: Deborah Jones
 Address: 12402 Arbor Garden Ln
Houston, TX 77066
 Telephone: _____
 Fax: _____
 E-Mail Address: _____

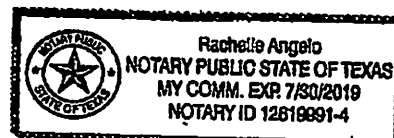
THE STATE OF TEXAS §

COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE ME on July 19, 2018

 Clerk of the Court

Rachelle Angelo
 NOTARY PUBLIC, State of Texas



SENDER: COMPLETE THIS SECTION <input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: <i>Chris Hughes</i> Monterey Financial SCS 40915 Avenida De La Plata Oceanside, CA 92056 9590 9402 3799 8032 5076 09		COMPLETE THIS SECTION ON DELIVERY A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent B. Received by (Printed Name) <i>Gina Padilla</i> <input type="checkbox"/> Addressee C. Date of Delivery <i>6/12/19</i> Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
2. Article Number (Transfer from sender's label) 018 0360 0001 7070 6525		3. Service Type <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500) <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

2018 JUN 02 THU 11:24
 PRECINCT 3, PLACE 1
 JUSTICE OF THE PEACE
 JUDGE JOE STEPHENS